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WELLS FARGO HOME MORTGAGE, INC., and
WELLS FARGO & COMPANY

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

AARON BRAXTON, *et al.*, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

WELLS FARGO BANK, N.A., *et al.*

Defendants.

Case No. 4:22-cv-01748

**DEFENDANT WELLS FARGO BANK, N.A.'S
ANSWER TO PLAINTIFFS' FIRST
AMENDED COMPLAINT**

Defendant Wells Fargo Bank, N.A. ("Wells Fargo Bank")¹ hereby answers the First Amended Class Action Complaint ("Amended Complaint") filed by Plaintiffs Aaron Braxton, Gia Gray, Bryan Brown, and Paul Martin (collectively, "Plaintiffs").

Plaintiffs allege that they were discriminated against by Wells Fargo Bank's residential mortgage practices. They maintain that they represent a class of similarly situated persons that have

¹ For purposes of this Answer, "Wells Fargo Bank" also includes Wells Fargo Home Mortgage, Inc., which was merged into Wells Fargo Bank in 2004 and no longer exists as a separate legal entity.

1 been harmed by discrimination against Black and/or African American customers throughout Wells
2 Fargo Bank's lending process.

3 Wells Fargo Bank vigorously denies the allegations. Wells Fargo Bank is confident that it
4 follows relevant government-sponsored enterprise guidelines in its decision-making regarding home
5 lending and its underwriting practices are consistently applied regardless of a customer's race or
6 ethnicity.

7 Moreover, Wells Fargo Bank has a strong history of supporting minorities in achieving their
8 homeownership goals. Over the last decade, 2011-2020, Wells Fargo Bank has helped as many
9 Black families purchase homes as the next three largest bank lenders combined. Additionally, in
10 2020, Wells Fargo Bank was the largest bank lender for home mortgages to Black families and
11 helped more Black homeowners refinance their mortgages than any other bank.

12 **WELLS FARGO BANK'S ANSWER TO SPECIFIC ALLEGATIONS**

13 1. Wells Fargo Bank admits the allegations in paragraph 1.

14 2. Answering paragraph 2, Wells Fargo Bank denies that it used race-based exclusions
15 to deny Black Americans access to the financial benefits of homeownership.

16 3. Answering paragraph 3, Wells Fargo Bank denies that it engaged in "race-based
17 gatekeeping practices like redlining and restrictive covenants" or that it engaged in "discrimination
18 in the realm of homeownership."

19 4. Answering paragraph 4, Wells Fargo Bank admits that home interest rates reached
20 historic lows in 2020 and 2021. Wells Fargo Bank denies that it discriminates against Black and/or
21 African American customers in the home lending process.

22 5. Answering paragraph 5, Wells Fargo Bank denies the allegations, and further states
23 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
24 specifically denies that its policies and practices discriminate against Black and/or African American
25 home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-2020,
26 Wells Fargo Bank has helped as many Black families purchase homes as the next three largest bank
27
28

1 lenders combined.² Additionally, in 2020, Wells Fargo was the largest bank lender for home
2 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
3 other bank.

4 6. Answering paragraph 6, Wells Fargo Bank denies the allegations, and further states
5 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
6 specifically denies that its policies and practices discriminate against Black and/or African American
7 home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-2020,
8 Wells Fargo Bank has helped as many Black families purchase homes as the next three largest bank
9 lenders combined.³ Additionally, in 2020, Wells Fargo was the largest bank lender for home
10 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
11 other bank.

12 7. Answering paragraph 7, Wells Fargo Bank denies the allegations, and further states
13 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
14 specifically denies that its policies and practices discriminate against Black and/or African American
15 home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-2020,
16 Wells Fargo Bank has helped as many Black families purchase homes as the next three largest bank
17 lenders combined.⁴ Additionally, in 2020, Wells Fargo was the largest bank lender for home
18 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
19 other bank.

20 8. Answering paragraph 8, Wells Fargo Bank admits that home interest rates reached
21 historic lows in 2020 and 2021. Wells Fargo Bank denies the remaining allegations, and further
22 states that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo
23 Bank specifically denies that its policies and practices discriminate against Black and/or African
24 American home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-
25 2020, Wells Fargo Bank has helped as many Black families purchase homes as the next three largest

26 ² [https://newsroom.wf.com/English/news-releases/news-release-details/2022/Wells-Fargo-Expands-](https://newsroom.wf.com/English/news-releases/news-release-details/2022/Wells-Fargo-Expands-Efforts-to-Advance-Racial-Equity-in-Homeownership/default.aspx)
27 [Efforts-to-Advance-Racial-Equity-in-Homeownership/default.aspx](https://newsroom.wf.com/English/news-releases/news-release-details/2022/Wells-Fargo-Expands-Efforts-to-Advance-Racial-Equity-in-Homeownership/default.aspx)

28 ³ *Id.*

⁴ *Id.*

1 bank lenders combined.⁵ Additionally, in 2020, Wells Fargo was the largest bank lender for home
2 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
3 other bank.

4 9. Answering paragraph 9, Wells Fargo Bank denies the allegations, and further states
5 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
6 specifically denies that its policies and practices discriminate against Black and/or African American
7 home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-2020,
8 Wells Fargo Bank has helped as many Black families purchase homes as the next three largest bank
9 lenders combined.⁶ Additionally, in 2020, Wells Fargo was the largest bank lender for home
10 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
11 other bank.

12 10. Answering paragraph 10, Wells Fargo Bank denies the allegations, and further states
13 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
14 specifically denies that its policies and practices discriminate against Black and/or African American
15 home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-2020,
16 Wells Fargo Bank has helped as many Black families purchase homes as the next three largest bank
17 lenders combined.⁷ Additionally, in 2020, Wells Fargo was the largest bank lender for home
18 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
19 other bank.

20 11. Answering paragraph 11, Wells Fargo Bank denies the allegations, and further states
21 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
22 specifically denies that its policies and practices discriminate against Black and/or African American
23 home loan applicants and home mortgage borrowers. Further, over the last decade, 2011-2020,
24 Wells Fargo Bank has helped as many Black families purchase homes as the next three largest bank
25 lenders combined.⁸ Additionally, in 2020, Wells Fargo was the largest bank lender for home

26 ⁵ *Id.*

27 ⁶ *Id.*

28 ⁷ *Id.*

⁸ *Id.*

1 mortgages to Black families and helped more Black homeowners refinance their mortgages than any
2 other bank.

3 12. Answering paragraph 12, Wells Fargo Bank denies the allegations, and further states
4 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
5 specifically denies that its policies and practices discriminate against Black and/or African American
6 home loan applicants and home mortgage borrowers and denies that it forced Black and/or African
7 American homeowners into foreclosure. Further, over the last decade, 2011-2020, Wells Fargo
8 Bank has helped as many Black families purchase homes as the next three largest bank lenders
9 combined.⁹ Additionally, in 2020, Wells Fargo was the largest bank lender for home mortgages to
10 Black families and helped more Black homeowners refinance their mortgages than any other bank.

11 13. Answering paragraph 13, Wells Fargo Bank denies the allegations. Wells Fargo
12 Bank specifically denies that its policies and practices discriminate against Black and/or African
13 American home loan applicants and home mortgage borrowers.

14 14. Answering paragraph 14, Wells Fargo Bank denies that its policies and practices
15 discriminate against Black and/or African American home loan applicants and home mortgage
16 borrowers.

17 15. Answering paragraph 15, Wells Fargo admits the existence and use of CORE, but
18 otherwise denies the allegations.

19 16. Answering paragraph 16, Wells Fargo Bank denies the allegations. Wells Fargo
20 Bank specifically denies that its policies and practices discriminate against Black and/or African
21 American home loan applicants and home mortgage borrowers.

22 17. Answering paragraph 17, Wells Fargo Bank denies the allegations. Wells Fargo
23 Bank specifically denies that its policies and practices discriminate against Black and/or African
24 American home loan applicants and home mortgage borrowers.

25 18. Answering paragraph 18, Wells Fargo Bank denies the allegations. Wells Fargo
26 Bank specifically denies that its policies and practices discriminate against Black and/or African
27

28 ⁹ *Id.*

1 American home loan applicants and home mortgage borrowers.

2 19. Answering paragraph 19, Wells Fargo Bank denies that its policies and practices
3 discriminate against Black and/or African American home loan applicants and home mortgage
4 borrowers. Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the
5 truth of the allegations regarding “competitor financial institutions” and on that basis, denies them.

6 20. Answering paragraph 20, Wells Fargo Bank denies the allegations. Wells Fargo
7 Bank specifically denies that its policies and practices discriminate against Black and/or African
8 American home loan applicants and home mortgage borrowers.

9 21. Answering paragraph 21, Wells Fargo Bank admits only the existence of the
10 document referenced in footnote 20 of the First Amended Complaint. The contents of that document
11 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
12 said documents, Wells Fargo Bank denies those allegations. Further, Wells Fargo Bank specifically
13 denies that its policies and practices discriminate against Black and/or African American home loan
14 applicants and home mortgage borrowers.

15 22. Answering paragraph 22, Wells Fargo denies the allegations. Wells Fargo Bank
16 specifically denies that its policies and practices discriminate against Black and/or African American
17 home loan applicants and home mortgage borrowers. Wells Fargo Bank also specifically denies that
18 Plaintiffs were subjected to race discrimination in connection Wells Fargo Bank’s home lending
19 process. Further, Wells Fargo Bank denies that these claims are suitable for class treatment and
20 denies that Plaintiffs are entitled to any relief.

21 23. Answering paragraph 23, Wells Fargo Bank responds that the allegations are legal
22 conclusions to which no response is required. To the extent a response is required, Wells Fargo
23 Bank does not challenge the subject matter jurisdiction of this Court. As to the allegations in
24 paragraph 23 that are directed to Wells Fargo & Company, no response from Wells Fargo Bank is
25 required. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or
26 information to form a belief as to the truth of the allegations, and on that basis, denies them.

27 24. Answering paragraph 24, Wells Fargo Bank responds that the allegations are legal
28 conclusions to which no response is required. To the extent a response is required, Wells Fargo

1 Bank admits that it transacts business in the State of California. Wells Fargo Bank denies that Wells
2 Fargo Home Mortgage, Inc. originates loans to California customers from its California offices and
3 maintains a systematic and continuous presence in the State, because it was merged into Wells Fargo
4 Bank in 2004 and no longer exists as a separate legal entity. As to the allegations in paragraph 24
5 that are directed to Wells Fargo & Company, no response from Wells Fargo Bank is required.

6 25. Answering paragraph 25, Wells Fargo Bank responds that the allegations are legal
7 conclusions to which no response is required. To the extent a response is required, Wells Fargo
8 Bank does not challenge the venue of this Court, but otherwise denies the allegations in the
9 paragraph and specifically denies that its practices and policies are discriminatory.

10 26. Answering paragraph 26, Wells Fargo Bank lacks sufficient knowledge or
11 information to form a belief as to the truth of the allegations, and on that basis, denies them.

12 27. Answering paragraph 27, Wells Fargo Bank denies that Mr. Braxton was subjected to
13 racial discrimination. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge
14 or information to form a belief as to the truth of the allegations, and on that basis, denies them.

15 28. Answering paragraph 28, Wells Fargo Bank admits that it services Mr. Braxton's
16 mortgage loan. Wells Fargo Bank denies that Mr. Braxton purchased his property with a Wells
17 Fargo home mortgage insured by the Federal Housing Administration (FHA), and denies that Mr.
18 Braxton always made his mortgage payments on time. As to all remaining allegations, Wells Fargo
19 Bank lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and
20 on that basis, denies them.

21 29. Responding to paragraph 29, Wells Fargo Bank denies that Mr. Braxton sought to
22 refinance his home mortgage loans in 2019, denies that it "consistently obstructed his ability to
23 refinance his loans, denies that it "was focused more on his race and the location of his home within
24 a historically Black Los Angeles neighborhood, and used the fact of his race and the location of his
25 home to delay, obstruct and deny him the full benefits of historically low home mortgage interest."
26 Wells Fargo Bank also denies that Mr. Braxton timely paid his loans for more than 18 years, and
27 denies that Mr. Braxton was subjected to racial discrimination. As to all remaining allegations,
28 Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the truth of the

1 allegations, and on that basis, denies them.

2 30. Responding to paragraph 30, Wells Fargo Bank denies the allegations. Further, Wells
3 Fargo states that Mr. Braxton was placed in a temporary forbearance between October 2019 and
4 May 2020 and that he opted out of COVID forbearance on May 7, 2020, and asked to be continued
5 with a full modification loan modification review, which was approved. Mr. Braxton completed his
6 trial payment plan successfully, and his first-position mortgage loan was permanently modified in
7 October 2020, resulting in an interest rate reduction from 6% to 3.375%, and monthly payment
8 reduction from approximately \$1,075 to \$532. Mr. Braxon's home equity line of credit was
9 permanently modified in December 2020, fixing the interest rate at 4.8% and his monthly payment at
10 \$464.09.

11 31. Answering paragraph 31, Wells Fargo Bank lacks sufficient knowledge or
12 information to form a belief as to the truth of the allegations, and on that basis, denies them.

13 32. Answering paragraph 32, Wells Fargo Bank denies that Mr. and Mrs. Gray were
14 subjected to racial discrimination and denies that Mr. and Mrs. Gray applied to refinance multiple
15 loans. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information
16 to form a belief as to the truth of the allegations, and on that basis, denies them.

17 33. Answering paragraph 33, Wells Fargo Bank denies that Mr. and Mrs. Gray applied to
18 refinance the loans secured by the Stockton, California and Chicago, Illinois properties and denies
19 that Mr. Gray is a co-borrower on the loan secured by the property in Chicago, Illinois. As to all
20 remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief
21 as to the truth of the allegations, and on that basis, denies them.

22 34. Answering paragraph 34, Wells Fargo Bank admits that the Grays refinanced the loan
23 secured by property in Danville, California in June 2020, and admits that their loan officer was
24 located in the Walnut Creek, California area and that he provided exemplary service to the Grays.
25 Wells Fargo Bank also admits that it obtained a verification of Mrs. Gray's employment from her
26 employer, as required by underwriting guidelines. Wells Fargo Bank denies that the process to
27 refinance the loan secured by the property in Danville, California took four months. Wells Fargo
28 also denies that Mr. and Mrs. Gray were subjected to racial discrimination, and denies that they

1 applied to refinance the loans secured by the Stockton, California and Chicago, Illinois properties.

2 As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form
3 a belief as to the truth of the allegations, and on that basis, denies them.

4 35. Responding to paragraph 35, Wells Fargo Bank denies the allegations. Further, Wells
5 Fargo Bank denies that Mr. and Mrs. Gray were subjected to racial discrimination and denies that
6 Mr. and Mrs. Gray applied to refinance the loans secured by the Stockton, California and Chicago,
7 Illinois properties.

8 36. Answering paragraph 36, Wells Fargo Bank lacks sufficient knowledge or
9 information to form a belief as to the truth of the allegations, and on that basis, denies them.

10 37. Answering paragraph 37, Wells Fargo Bank denies that Mr. Brown was subjected to
11 racial discrimination. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge
12 or information to form a belief as to the truth of the allegations, and on that basis, denies them.

13 38. Answering paragraph 38, Wells Fargo Bank denies that Mr. Brown purchased a
14 multi-unit home in December 2010 with a Wells Fargo home mortgage. As to all remaining
15 allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the
16 truth of the allegations, and on that basis, denies them.

17 39. Answering paragraph 39, Wells Fargo Bank admits that Mr. Brown submitted an
18 application to refinance his loan in October 2020. As to all remaining allegations, Wells Fargo Bank
19 lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and on
20 that basis, denies them.

21 40. Answering paragraph 40, Wells Fargo Bank denies the allegations. Further, Wells
22 Fargo Bank denies that Mr. Brown was subjected to racial discrimination.

23 41. Answering paragraph 41, Wells Fargo Bank admits the allegations.

24 42. Answering paragraph 42, Wells Fargo Bank lacks sufficient knowledge or
25 information to form a belief as to the truth of the allegations, and on that basis, denies them.

26 43. Answering paragraph 43, Wells Fargo Bank denies that Mr. Martin applied to
27 refinance a loan secured by a property in Los Angeles, California in 2020. As to all remaining
28 allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the

1 truth of the allegations, and on that basis, denies them.

2 44. Answering paragraph 44, Wells Fargo Bank denies that it refused to refinance Mr.
3 Martin's loan, denies that it would not refinance his loan unless Mr. Martin could get it appraised for
4 \$2 million, and denies that the appraiser refused to come inside Mr. Martin's home. Wells Fargo
5 Bank further states that Mr. Martin applied for a home equity line of credit in March 2020, that the
6 appraiser assigned a value of \$1.9 million to the subject property, and that the appraiser complied
7 with applicable COVID-19 healthy and safety protocols. Further, Wells Fargo Bank states that it
8 approved Mr. Martin for a home equity line of credit but Mr. Martin withdrew his request in June
9 2020. Wells Fargo Bank denies that Mr. Martin was subjected to racial discrimination. As to all
10 remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief
11 as to the truth of the allegations, and on that basis, denies them.

12 45. Answering paragraph 45, Wells Fargo Bank admits that it is a national banking
13 association chartered in South Dakota and that it has employees located in the Northern District of
14 California. Wells Fargo Bank denies the remaining allegations.

15 46. Answering paragraph 46, Wells Fargo Bank denies the allegations. Wells Fargo
16 Home Mortgage, Inc. was merged into Wells Fargo Bank in 2004 and no longer exists as a separate
17 legal entity.

18 47. Answering paragraph 47, Wells Fargo Bank admits that it is a subsidiary of Wells
19 Fargo & Company. As to the allegations in paragraph 48 that are directed to Wells Fargo &
20 Company, no response from Wells Fargo Bank is required.

21 48. Answering paragraph 48, Wells Fargo Bank admits the allegations.

22 49. Answering paragraph 49, Wells Fargo Bank admits only the existence of the
23 document referenced in footnote 25 of the First Amended Complaint. The contents of that document
24 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
25 said documents, Wells Fargo Bank denies those allegations.

26 50. Answering paragraph 50, Wells Fargo Bank admits only the existence of the
27 document referenced in footnote 25 of the First Amended Complaint. The contents of that document
28 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize

1 said documents, Wells Fargo Bank denies those allegations.

2 51. Answering paragraph 51, Wells Fargo Bank admits only the existence of the
3 document referenced in footnote 26 of the First Amended Complaint. The contents of that document
4 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
5 said documents, Wells Fargo Bank denies those allegations.

6 52. Answering paragraph 52, Wells Fargo Bank admits only the existence of the
7 document referenced in footnote 27 of the First Amended Complaint. The contents of that document
8 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
9 said documents, Wells Fargo Bank denies those allegations.

10 53. Answering paragraph 53, Wells Fargo Bank admits only the existence of the
11 document referenced in footnote 28 of the First Amended Complaint. The contents of that document
12 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
13 said documents, Wells Fargo Bank denies those allegations.

14 54. Answering paragraph 54, Wells Fargo Bank admits only the existence of the
15 document referenced in footnote 30 of the First Amended Complaint. The contents of that document
16 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
17 said documents, Wells Fargo Bank denies those allegations.

18 55. Answering paragraph 55, Wells Fargo Bank admits only the existence of the
19 document referenced in footnote 32 of the First Amended Complaint. The contents of that document
20 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
21 said documents, Wells Fargo Bank denies those allegations.

22 56. Answering paragraph 56, Wells Fargo Bank admits only the existence of the
23 documents referenced in footnotes 34, 35, and 36 of the First Amended Complaint. The contents of
24 those documents speak for themselves. To the extent the allegations of this paragraph contradict or
25 mischaracterize said documents, Wells Fargo Bank denies those allegations.

26 57. Answering paragraph 57, Wells Fargo Bank admits only the existence of the
27 document referenced in footnote 37 of the First Amended Complaint. The contents of that document
28 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize

1 said documents, Wells Fargo Bank denies those allegations.

2 58. Answering paragraph 58, Wells Fargo Bank denies the allegations. Wells Fargo
3 Bank specifically denies that its policies and practices discriminate against Black and/or African
4 American home loan applicants and home mortgage borrowers.

5 59. Answering paragraph 59, Wells Fargo Bank denies the allegations. Wells Fargo
6 Bank specifically denies that its policies and practices discriminate against Black and/or African
7 American home loan applicants and home mortgage borrowers.

8 60. Answering paragraph 60, Wells Fargo Bank admits the existence of a written
9 settlement agreement in connection with *United States v. Wells Fargo Bank, N.A.*, Case No.: 1:12-
10 cv-01150 (D.D.C). The contents of that document speak for themselves. To the extent the
11 allegations of this paragraph contradict or mischaracterize said document, Wells Fargo Bank denies
12 those allegations, and further denies that it discriminates against Black and/or African American
13 customers in the home lending process. As to the remaining allegations, Wells Fargo Bank denies
14 them.

15 61. Answering paragraph 61, Wells Fargo Bank admits the existence of complaint
16 entitled *City of Oakland v. Wells Fargo Bank, N.A.*, Case No.: 3:15-cv-04321 (N.D. Cal.). The
17 contents of that document speak for themselves. To the extent the allegations of this paragraph
18 contradict or mischaracterize said document, Wells Fargo Bank denies those allegations. Wells
19 Fargo Bank denies the allegations in said document and further denies that it discriminates against
20 Black and/or African American customers in the home lending process. As to the remaining
21 allegations, Wells Fargo Bank denies them.

22 62. Answering paragraph 62, Wells Fargo Bank admits the existence of complaint
23 entitled *City of Oakland v. Wells Fargo Bank, N.A.*, Case No.: 3:15-cv-04321 (N.D. Cal.). The
24 contents of that document speak for themselves. To the extent the allegations of this paragraph
25 contradict or mischaracterize said document, Wells Fargo Bank denies those allegations. Wells
26 Fargo Bank denies the allegations in said document and further denies that it discriminates against
27 Black and/or African American customers in the home lending process. As to the remaining
28 allegations, Wells Fargo Bank denies them.

63. Answering paragraph 63, Wells Fargo Bank admits the existence of complaint entitled *City of Oakland v. Wells Fargo Bank, N.A.*, Case No.: 3:15-cv-04321 (N.D. Cal.) and the order referenced in footnote 46 of the First Amended Complaint. The contents of those document speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said documents, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the allegations in said documents and further denies that it discriminates against Black and/or African American customers in the home lending process. As to the remaining allegations, Wells Fargo Bank denies them.

64. Answering paragraph 64, Wells Fargo Bank denies the allegations and further states that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank further denies that it discriminates against Black and/or African American customers in the home lending process.

65. Answering paragraph 65, Wells Fargo Bank admits the existence of complaint entitled *Cty. of Cook v. Wells Fargo & Co.*, Case No.: 14-C-9548-GF (N.D. Ill). The contents of that document speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the allegations in said document and further denies that it discriminates against Black and/or African American customers in the home lending process. As to the remaining allegations, Wells Fargo Bank denies them.

66. Answering paragraph 66, Wells Fargo Bank admits the existence of a written settlement agreement in connection with *City of Philadelphia v. Wells Fargo & Co., et al.*, No. 2:17-cv-02203-AB (E.D. Pa. 2019). The contents of that document speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said document, Wells Fargo Bank denies those allegations. In reaching a settlement in *City of Philadelphia*, Wells Fargo strongly disputed the allegations made by the city in the lawsuit and did not admit any liability in the agreement. Wells Fargo Bank further denies that it discriminates against Black and/or African American customers in the home lending process. As to the remaining allegations, Wells Fargo Bank denies them.

1 67. Answering paragraph 665 Wells Fargo Bank admits the existence of the written
2 conciliation agreement referenced in footnote 53 of the First Amended Complaint. The contents of
3 that document speak for themselves. To the extent the allegations of this paragraph contradict or
4 mischaracterize said document, Wells Fargo Bank denies those allegations. In reaching said
5 conciliation agreement, Wells Fargo Bank strongly disputed the allegations made by the Department
6 of Labor and did not admit any liability in the agreement. Wells Fargo Bank further denies that it
7 engages in discrimination of any kind. As to the remaining allegations, Wells Fargo Bank denies
8 them.

9 68. Answering paragraph 68, Wells Fargo Bank admits that home interest rates reached
10 historic lows in 2020 and 2020, that many homeowners sought to refinance their loans, and that
11 homeowners in the United States refinanced over \$5 trillion worth of mortgages during this time
12 frame. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information
13 to form a belief as to the truth of the allegations, and on that basis, denies them.

14 69. Answering paragraph 69, Wells Fargo Bank admits the existence of the document
15 referenced in footnotes 54, 55, 56, 57, and 58 of the First Amended Complaint. The contents of that
16 document speak for themselves. To the extent the allegations of this paragraph contradict or
17 mischaracterize said document, Wells Fargo Bank denies those allegations. Wells Fargo Bank
18 further states that the conclusion in paragraph 69 is flawed as stated because it is based on false
19 reasoning. Wells Fargo Bank denies that the percentages reflect a comparison between similarly
20 situated Black/African American borrowers and similarly situated White borrowers. Wells Fargo
21 Bank further denies that it discriminates against Black and/or African American customers in the
22 home lending process.

23 70. Answering paragraph 70, Wells Fargo Bank denies the allegations.

24 71. Answering paragraph 71, Wells Fargo Bank admits that it executed an agreement
25 with Blend Labs, Inc. The contents of that document speak for themselves. To the extent the
26 allegations of this paragraph contradict or mischaracterize said document, Wells Fargo Bank denies
27 those allegations.

28 72. Answering paragraph 72, Wells Fargo Bank denies the allegations. Wells Fargo

1 Bank further denies that it discriminates against Black and/or African American customers or against
2 “applicants without technical sophistication” in the home lending process.

3 73. Answering paragraph 73, Wells Fargo Bank denies the allegations. Wells Fargo
4 Bank further denies that it discriminates against Black and/or African American customers in the
5 home lending process.

6 74. Answering paragraph 74, Wells Fargo Bank denies the allegations. Wells Fargo
7 Bank further denies that it discriminates against Black and/or African American customers in the
8 home lending process.

9 75. Answering paragraph 75, Wells Fargo Bank denies the allegations. Wells Fargo
10 Bank further denies that it discriminates against Black and/or African American customers in the
11 home lending process.

12 76. Answering paragraph 76, Wells Fargo Bank denies the allegations. Wells Fargo
13 Bank further denies that it discriminates against Black and/or African American customers in the
14 home lending process and denies that applicants are required to disclose their ethnicity, race, and/or
15 gender in connection with the home lending process.

16 77. Answering paragraph 77, Wells Fargo Bank denies the allegations. Wells Fargo
17 Bank further denies that it discriminates against Black and/or African American customers in the
18 home lending process and denies that applicants are required to disclose their ethnicity, race, and/or
19 gender in connection with the home lending process.

20 78. Answering paragraph 78, Wells Fargo Bank admits the existence and use of CORE,
21 but otherwise denies the allegations. Wells Fargo Bank further denies that it discriminates against
22 Black and/or African American customers in the home lending process and denies that Black and/or
23 African American refinance applicants were systematically slotted by CORE into C1 and C2
24 categories.

25 79. Answering paragraph 79, Wells Fargo Bank denies that it does not use Fannie Mae
26 and Freddie Mac underwriting criteria, denies that it discriminates against Black and/or African
27 American customers in the home lending process, and denies that its underwriters are not
28 sufficiently trained. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or

1 information to form a belief as to the truth of the allegations, and on that basis, denies them.

2 80. Answering paragraph 80, Wells Fargo Bank admits the existence of the document
3 referenced in footnotes 59 and 60 of the First Amended Complaint. The contents of that document
4 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
5 said document, Wells Fargo Bank denies those allegations. Wells Fargo Bank further denies that it
6 discriminates against Black and/or African American customers in the home lending process or that
7 it uses algorithms that prevent consumers from participating in a fair and competitive market free
8 from bias.

9 81. Answering paragraph 81, Wells Fargo Bank admits the existence of the document
10 referenced in footnotes 61 of the First Amended Complaint. The contents of that document speak
11 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
12 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank further denies that it
13 discriminates against Black and/or African American customers in the home lending process.

14 82. Answering paragraph 82, Wells Fargo Bank denies the allegations. Wells Fargo
15 Bank specifically denies that its policies and practices discriminate against Black and/or African
16 American home loan applicants and home mortgage borrowers.

17 83. Answering paragraph 83, Wells Fargo Bank denies the allegations. Wells Fargo
18 Bank specifically denies that its policies and practices discriminate against Black and/or African
19 American home loan applicants and home mortgage borrowers.

20 84. Answering paragraph 84, Wells Fargo Bank denies the allegations. Wells Fargo
21 Bank specifically denies that its policies and practices discriminate against Black and/or African
22 American home loan applicants and home mortgage borrowers.

23 85. Answering paragraph 85, Wells Fargo Bank denies the allegations. Wells Fargo
24 Bank specifically denies that its policies and practices discriminate against Black and/or African
25 American home loan applicants and home mortgage borrowers.

26 86. Answering paragraph 86, Wells Fargo Bank admits the existence of the document
27 referenced in footnote 62 of the First Amended Complaint. The contents of that document speak for
28 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said

1 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank further denies that it
2 discriminates against Black and/or African American customers in the home lending process.

3 87. Answering paragraph 87, Wells Fargo Bank denies the allegations. Wells Fargo
4 Bank specifically denies that its policies and practices discriminate against Black and/or African
5 American home loan applicants and home mortgage borrowers.

6 88. Answering paragraph 88, Wells Fargo Bank denies the allegations. Wells Fargo
7 Bank specifically denies that its policies and practices discriminate against Black and/or African
8 American home loan applicants and home mortgage borrowers.

9 89. Answering paragraph 89, Wells Fargo Bank admits the existence of the documents
10 referenced in footnotes 66, 67, and 68 of the First Amended Complaint. The contents of that
11 document speak for themselves. To the extent the allegations of this paragraph contradict or
12 mischaracterize said document, Wells Fargo Bank denies those allegations. Wells Fargo Bank
13 specifically denies that its policies and practices discriminate against Black and/or African American
14 home loan applicants and home mortgage borrowers.

15 90. Answering paragraph 90, Wells Fargo Bank denies the allegations. Wells Fargo
16 Bank specifically denies that its policies and practices discriminate against Black and/or African
17 American home loan applicants and home mortgage borrowers.

18 91. Answering paragraph 91, Wells Fargo Bank admits the existence of the document
19 referenced in footnote 69 of the First Amended Complaint. The contents of that document speak for
20 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
21 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
22 allegations in paragraph 91 and specifically denies that its policies and practices discriminate against
23 Black and/or African American home loan applicants and home mortgage borrowers.

24 92. Answering paragraph 92, Wells Fargo Bank admits the existence of the document
25 referenced in footnotes 70 and 71 of the First Amended Complaint. The contents of that document
26 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize
27 said document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
28 allegations in paragraph 92 and specifically denies that its policies and practices discriminate against

1 Black and/or African American home loan applicants and home mortgage borrowers.

2 93. Answering paragraph 93, Wells Fargo Bank admits the existence of the document
3 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak
4 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
5 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
6 allegations in paragraph 93 and specifically denies that its policies and practices discriminate against
7 Black and/or African American home loan applicants and home mortgage borrowers.

8 94. Answering paragraph 94, Wells Fargo admits the existence of the document
9 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak
10 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
11 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
12 allegations in paragraph 94 and specifically denies that its policies and practices discriminate against
13 Black and/or African American home loan applicants and home mortgage borrowers.

14 95. Answering paragraph 95, Wells Fargo admits the existence of the document
15 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak
16 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
17 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
18 allegations in paragraph 95 and specifically denies that its policies and practices discriminate against
19 Black and/or African American home loan applicants and home mortgage borrowers.

20 96. Answering paragraph 96, Wells Fargo admits the existence of the document
21 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak
22 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
23 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
24 allegations in paragraph 96 and specifically denies that its policies and practices discriminate against
25 Black and/or African American home loan applicants and home mortgage borrowers.

26 97. Answering paragraph 97, Wells Fargo admits the existence of the documents
27 referenced in footnotes 73-79 of the First Amended Complaint. The contents of those documents
28 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize

1 said documents, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
2 allegations in paragraph 97 and specifically denies that its policies and practices discriminate against
3 Black and/or African American home loan applicants and home mortgage borrowers.

4 98. Answering paragraph 98, Wells Fargo admits the existence of the document
5 referenced in footnotes 79-83 of the First Amended Complaint. The contents of that document speak
6 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
7 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
8 allegations in paragraph 98 and specifically denies that its policies and practices discriminate against
9 Black and/or African American home loan applicants and home mortgage borrowers.

10 99. Answering paragraph 99, Wells Fargo admits the existence of the document
11 referenced in footnotes 79-83 of the First Amended Complaint. The contents of that document speak
12 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
13 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
14 allegations in paragraph 99 and specifically denies that its policies and practices discriminate against
15 Black and/or African American home loan applicants and home mortgage borrowers.

16 100. Answering paragraph 100, Wells Fargo Bank denies that its policies and practices
17 discriminate against Black and/or African American home loan applicants and home mortgage
18 borrowers.

19 101. Answering paragraph 101, Wells Fargo Bank denies the allegations. Wells Fargo
20 Bank specifically denies that its policies and practices discriminate against Black and/or African
21 American home loan applicants and home mortgage borrowers.

22 102. Answering paragraph 102, Wells Fargo Bank denies the allegations. Wells Fargo
23 Bank specifically denies that its policies and practices discriminate against Black and/or African
24 American home loan applicants and home mortgage borrowers.

25 103. Answering paragraph 103, Wells Fargo Bank denies the allegations. Wells Fargo
26 Bank specifically denies that its policies and practices discriminate against Black and/or African
27 American home loan applicants and home mortgage borrowers.

28 104. Answering paragraph 104, Wells Fargo also admits that it prepared and distributed

1 certain reports on a monthly basis. Wells Fargo Bank further states that over the last decade, it has
2 helped as many Black/African American families purchase homes as the next three largest bank
3 lenders combined.¹⁰ Additionally, in 2020, Wells Fargo was the largest bank lender for home
4 mortgages to Black/African American families and helped more Black/African American
5 homeowners refinance their mortgages than any other bank. Wells Fargo Bank denies the remaining
6 allegations in paragraph 99 and specifically denies that its policies and practices discriminate against
7 Black and/or African American home loan applicants and home mortgage borrowers.

8 105. Answering paragraph 105, Wells Fargo denies the allegations. Wells Fargo Bank
9 denies that its policies and practices discriminate against Black and/or African American home loan
10 applicants and home mortgage borrowers.

11 106. Answering paragraph 106, Wells Fargo Bank denies the allegations and further states
12 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
13 denies that its policies and practices discriminate against Black and/or African American home loan
14 applicants and home mortgage borrowers.

15 107. Answering paragraph 107, Wells Fargo Bank denies that its policies and practices
16 discriminate against Black and/or African American home loan applicants and home mortgage
17 borrowers. The remaining allegations are legal conclusions to which no response is required.

18 108. Answering paragraph 108, Wells Fargo denies the allegations. Wells Fargo Bank
19 denies that its policies and practices discriminate against Black and/or African American home loan
20 applicants and home mortgage borrowers.

21 109. Answering paragraph 109, Wells Fargo Bank denies the allegations, and further states
22 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
23 further denies that it discriminates against Black and/or African American customers in the home
24 lending process. As to the remaining allegations, Wells Fargo Bank denies them.

25 110. Answering paragraph 110, Wells Fargo admits the existence of the document
26 referenced in footnote 86 of the First Amended Complaint. The contents of that document speak for
27

28 ¹⁰ *Id.*

1 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said
2 document, Wells Fargo Bank denies those allegations. Wells Fargo Bank denies the remaining
3 allegations, and further states that the conclusion is flawed as stated because it is based on false
4 reasoning. Wells Fargo Bank denies that the percentages reflect a comparison between similarly
5 situated Black/African American borrowers and similarly situated White borrowers. Wells Fargo
6 Bank further denies that it discriminates against Black and/or African American customers in the
7 home lending process.

8 111. Answering paragraph 111, Wells Fargo Bank denies allegations, and further states
9 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
10 further denies that it discriminates against Black and/or African American customers in the home
11 lending process. Further, over the last decade, 2011-2020, Wells Fargo Bank has helped as many
12 Black families purchase homes as the next three largest bank lenders combined.¹¹ Additionally, in
13 2020, Wells Fargo was the largest bank lender for home mortgages to Black families and helped
14 more Black homeowners refinance their mortgages than any other bank.

15 112. Answering paragraph 112, Wells Fargo Bank denies allegations, and further states
16 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
17 further denies that it discriminates against Black and/or African American customers in the home
18 lending process. Further, over the last decade, 2011-2020, Wells Fargo Bank has helped as many
19 Black families purchase homes as the next three largest bank lenders combined.¹² Additionally, in
20 2020, Wells Fargo was the largest bank lender for home mortgages to Black families and helped
21 more Black homeowners refinance their mortgages than any other bank.

22 113. Answering paragraph 113, Wells Fargo Bank denies allegations, and further states
23 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
24 further denies that it discriminates against Black and/or African American customers in the home
25 lending process. Further, over the last decade, 2011-2020, Wells Fargo Bank has helped as many
26

27 _____
¹¹ *Id.*

28 ¹² *Id.*

1 Black families purchase homes as the next three largest bank lenders combined.¹³ Additionally, in
2 2020, Wells Fargo was the largest bank lender for home mortgages to Black families and helped
3 more Black homeowners refinance their mortgages than any other bank.

4 114. Answering paragraph 114, Wells Fargo Bank denies allegations, and further states
5 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
6 further denies that it discriminates against Black and/or African American customers in the home
7 lending process. Further, over the last decade, 2011-2020, Wells Fargo Bank has helped as many
8 Black families purchase homes as the next three largest bank lenders combined.¹⁴ Additionally, in
9 2020, Wells Fargo was the largest bank lender for home mortgages to Black families and helped
10 more Black homeowners refinance their mortgages than any other bank.

11 115. Answering paragraph 115, Wells Fargo Bank denies the allegations, and further states
12 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
13 denies that the percentages reflect a comparison between similarly situated Black/African American
14 borrowers and similarly situated White borrowers. Wells Fargo Bank further denies that it
15 discriminates against Black and/or African American customers in the home lending process. As to
16 the remaining allegations, Wells Fargo Bank denies the allegations.

17 116. Answering paragraph 116, Wells Fargo Bank denies the allegations, and further states
18 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
19 further denies that it discriminates against Black and/or African American customers in the home
20 lending process. As to the remaining allegations, Wells Fargo Bank denies the allegations.

21 117. Answering paragraph 117, Wells Fargo Bank denies the allegations, and further states
22 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
23 further denies that it discriminates against Black and/or African American customers in the home
24 lending process. As to the remaining allegations, Wells Fargo Bank denies the allegations.

25 118. Answering paragraph 118, Wells Fargo Bank denies the allegations, and further states
26 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank

27 ¹³ *Id.*

28 ¹⁴ *Id.*

1 denies that the percentages reflect a comparison between similarly situated Black/African American
2 borrowers and similarly situated White borrowers. Wells Fargo Bank further denies that it
3 discriminates against Black and/or African American customers in the home lending process. As to
4 the remaining allegations, Wells Fargo Bank denies the allegations.

5 119. Answering paragraph 119, Wells Fargo Bank denies allegations, and further states
6 that the conclusion is flawed as stated because it is based on false reasoning. Wells Fargo Bank
7 further denies that it discriminates against Black and/or African American customers in the home
8 lending process. Further, over the last decade, 2011-2020, Wells Fargo Bank has helped as many
9 Black families purchase homes as the next three largest bank lenders combined.¹⁵ Additionally, in
10 2020, Wells Fargo was the largest bank lender for home mortgages to Black families and helped
11 more Black homeowners refinance their mortgages than any other bank.

12 120. Answering paragraph 120, Wells Fargo Bank denies the allegations. Wells Fargo
13 Bank further denies that it discriminates against Black and/or African American customers in the
14 home lending process.

15 121. Answering paragraph 121, Wells Fargo Bank denies that it discriminates against
16 Black and/or African American customers in the home lending process. As to all remaining
17 allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the
18 truth of the allegations, and on that basis, denies them.

19 122. Answering paragraph 122, Wells Fargo Bank denies that it discriminates against
20 Black and/or African American customers in the home lending process. As to all remaining
21 allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the
22 truth of the allegations, and on that basis, denies them.

23 123. Answering paragraph 123, Wells Fargo Bank denies that it discriminates against
24 Black and/or African American customers in the home lending process. As to all remaining
25 allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the
26 truth of the allegations, and on that basis, denies them.

27
28 ¹⁵ *Id.*

1 124. Answering paragraph 124, Wells Fargo Bank denies that Mr. Braxton purchased his
2 home through a Wells Fargo home loan and denies that Mr. Braxton began the process of applying
3 to refinance his loans with Wells Fargo in August 2019. As to all remaining allegations, Wells
4 Fargo Bank lacks sufficient knowledge or information to form a belief as to the truth of the
5 allegations, and on that basis, denies them.

6 125. Answering paragraph 125, Wells Fargo denies the allegations and denies that Mr.
7 Braxton was subjected to racial discrimination.

8 126. Answering paragraph 126, Wells Fargo Bank denies that Mr. Braxton applied to
9 refinance his loans and denies that Mr. Braxton was subjected to racial discrimination.

10 127. Answering paragraph 127, Wells Fargo Bank denies that Mr. Braxton applied to
11 refinance his loans and denies that Mr. Braxton was subjected to racial discrimination. As to all
12 remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief
13 as to the truth of the allegations, and on that basis, denies them.

14 128. Answering paragraph 128, Wells Fargo Bank denies that Mr. Braxton applied to
15 refinance his loans and denies that Mr. Braxton was subjected to racial discrimination.

16 129. Answering paragraph 129, Wells Fargo Bank denies the allegations. Further, Wells
17 Fargo Bank denies that Mr. Braxton applied to refinance his loans and denies that Mr. Braxton was
18 subjected to racial discrimination.

19 130. Answering paragraph 130, Wells Fargo Bank lacks sufficient knowledge or
20 information to form a belief as to the truth of the allegations, and on that basis, denies them.

21 131. Answering paragraph 131, Wells Fargo Bank denies that Mr. and Mrs. Gray were
22 subjected to racial discrimination and denies that Mr. and Mrs. Gray applied to refinance multiple
23 loans. As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information
24 to form a belief as to the truth of the allegations, and on that basis, denies them.

25 132. Answering paragraph 132, Wells Fargo Bank denies that Mr. and Mrs. Gray applied
26 to refinance the loans secured by the Stockton, California and Chicago, Illinois properties and denies
27 that Mr. Gray is a co-borrower on the loan secured by the property in Chicago, Illinois. As to all
28 remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief

1 as to the truth of the allegations, and on that basis, denies them.

2 133. Answering paragraph 133, Wells Fargo Bank admits that the Grays refinanced the
3 loan secured by property in Danville, California in June 2020, and admits that their loan officer was
4 located in the Walnut Creek, California area and that he provided exemplary service to the Grays.
5 Wells Fargo Bank also admits that it obtained a verification of Mrs. Gray's employment from her
6 employer, as required by underwriting guidelines. Wells Fargo Bank denies that the process to
7 refinance the loan secured by the property in Danville, California took four months. Wells Fargo
8 also denies that Mr. and Mrs. Gray were subjected to racial discrimination, and denies that they
9 applied to refinance the loans secured by the Stockton, California and Chicago, Illinois properties.
10 As to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form
11 a belief as to the truth of the allegations, and on that basis, denies them.

12 134. Responding to paragraph 134, Wells Fargo Bank denies the allegations. Further,
13 Wells Fargo Bank denies that Mr. and Mrs. Gray were subjected to racial discrimination and denies
14 that Mr. and Mrs. Gray applied to refinance the loans secured by the Stockton, California and
15 Chicago, Illinois properties.

16 135. Answering paragraph 135, Wells Fargo Bank lacks sufficient knowledge or
17 information to form a belief as to the truth of the allegations, and on that basis, denies them.

18 136. Answering paragraph 136, Wells Fargo Bank denies that Mr. Brown purchased a
19 multi-unit home in December 2010 with a Wells Fargo home loan for approximately \$204,000. As
20 to all remaining allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a
21 belief as to the truth of the allegations, and on that basis, denies them.

22 137. Answering paragraph 137, Wells Fargo Bank admits that Mr. Brown submitted an
23 application to refinance his loan in October 2020. As to all remaining allegations, Wells Fargo Bank
24 lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and on
25 that basis, denies them.

26 138. Answering paragraph 138, Wells Fargo Bank admits that Mr. Brown submitted
27 certain documents in connection with his application to refinance his loan. Wells Fargo Bank denies
28 that Mr. Brown was subjected to racial discrimination. As to all remaining allegations, Wells Fargo

1 Bank lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and
2 on that basis, denies them.

3 139. Answering paragraph 139, Wells Fargo Bank admits that Mr. Brown's application
4 was denied. Wells Fargo Bank denies that Mr. Brown was subjected to racial discrimination.

5 140. Answering paragraph 140, Wells Fargo Bank lacks sufficient knowledge or
6 information to form a belief as to the truth of the allegations, and on that basis, denies them.

7 141. Answering paragraph 141, Wells Fargo Bank denies that Mr. Martin applied to
8 refinance a loan secured by a property in Los Angeles, California in 2020. As to all remaining
9 allegations, Wells Fargo Bank lacks sufficient knowledge or information to form a belief as to the
10 truth of the allegations, and on that basis, denies them.

11 142. Answering paragraph 142, Wells Fargo Bank denies the allegations.

12 143. Answering paragraph 143, Wells Fargo Bank denies that the appraiser refused to
13 come inside Mr. Martin's home. Wells Fargo Bank states that the appraiser complied with
14 applicable COVID-19 healthy and safety protocols. Wells Fargo Bank further states that Mr. Martin
15 applied for a home equity line of credit in March 2020, that the appraiser assigned a value of \$1.9
16 million to the subject property, and that Wells Fargo Bank approved Mr. Martin for a home equity
17 line of credit but Mr. Martin withdrew his request in June 2020. Wells Fargo Bank denies that Mr.
18 Martin was subjected to racial discrimination. As to all remaining allegations, Wells Fargo Bank
19 lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and on
20 that basis, denies them.

21 144. Answering paragraph 144, Wells Fargo Bank denies the allegations. Wells Fargo
22 Bank denies that it discriminates against Black and/or African American customers in the home
23 lending process.

24 145. Answering paragraph 145, Wells Fargo Bank responds that paragraph 145 is a
25 characterization of Plaintiffs' putative class to which no response is required. To the extent that
26 Paragraph 145 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
27 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
28 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class

1 action requirements, and denies that nationwide class treatment, or any class treatment for that
2 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
3 allegations.

4 146. Answering paragraph 146, Wells Fargo Bank responds that paragraph 146 is a
5 characterization of Plaintiffs' putative class to which no response is required. To the extent that
6 Paragraph 146 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
7 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
8 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
9 action requirements, and denies that nationwide class treatment, or any class treatment for that
10 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
11 allegations.

12 147. Answering paragraph 147, Wells Fargo Bank responds that paragraph 145 is a
13 characterization of Plaintiffs' putative class to which no response is required. To the extent that
14 Paragraph 147 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
15 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
16 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
17 action requirements, and denies that nationwide class treatment, or any class treatment for that
18 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
19 allegations.

20 148. Answering paragraph 148, Wells Fargo Bank responds that the allegations are legal
21 conclusions to which no response is required. To the extent a response is required, Wells Fargo
22 Bank responds that paragraph 148 is a characterization of Plaintiffs' putative class to which no
23 response is required. To the extent that Paragraph 148 is intended to suggest that Plaintiffs have
24 defined an ascertainable class, Wells Fargo Bank specifically denies that Plaintiffs have adequately
25 defined the class of persons upon whose behalf they purport to bring this action, denies that
26 Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide class
27 treatment, or any class treatment for that matter, is appropriate. To the extent that a further response
28 is required, Wells Fargo Bank denies the allegations.

1 149. Answering paragraph 149, Wells Fargo Bank responds that paragraph 149 is a
2 characterization of Plaintiffs' putative class to which no response is required. To the extent that
3 Paragraph 149 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
4 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
5 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
6 action requirements, and denies that nationwide class treatment, or any class treatment for that
7 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
8 allegations.

9 150. Answering paragraph 150, Wells Fargo Bank responds that paragraph 150 is a
10 characterization of Plaintiffs' putative class to which no response is required. To the extent that
11 Paragraph 150 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
12 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
13 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
14 action requirements, and denies that nationwide class treatment, or any class treatment for that
15 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
16 allegations.

17 151. Answering paragraph 151, Wells Fargo Bank responds that paragraph 151 is a
18 characterization of Plaintiffs' putative class to which no response is required. To the extent that
19 Paragraph 151 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
20 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
21 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
22 action requirements, and denies that nationwide class treatment, or any class treatment for that
23 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
24 allegations.

25 152. Answering paragraph 152, Wells Fargo Bank responds that paragraph 152 is a
26 characterization of Plaintiffs' putative subclasses to which no response is required. To the extent
27 that Paragraph 152 is intended to suggest that Plaintiffs have defined an ascertainable subclass,
28 Wells Fargo Bank specifically denies that Plaintiffs have adequately defined a class of persons upon

1 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23
2 class action requirements, and denies that nationwide class treatment, or any class treatment for that
3 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
4 allegations.

5 153. Answering paragraph 153, Wells Fargo Bank responds that paragraph 153 is a
6 characterization of Plaintiffs' putative subclass to which no response is required. To the extent that
7 Paragraph 153 is intended to suggest that Plaintiffs have defined an ascertainable subclass, Wells
8 Fargo Bank specifically denies that Plaintiffs have adequately defined a class of persons upon whose
9 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
10 action requirements, and denies that nationwide class treatment, or any class treatment for that
11 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
12 allegations.

13 154. Answering paragraph 154, Wells Fargo Bank responds that paragraph 154 is a
14 characterization of Plaintiffs' putative subclass to which no response is required. To the extent that
15 Paragraph 154 is intended to suggest that Plaintiffs have defined an ascertainable subclass, Wells
16 Fargo Bank specifically denies that Plaintiffs have adequately defined a class of persons upon whose
17 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
18 action requirements, and denies that nationwide class treatment, or any class treatment for that
19 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
20 allegations.

21 155. Answering paragraph 155, Wells Fargo Bank responds that paragraph 155 is a
22 characterization of Plaintiffs' putative subclass to which no response is required. To the extent that
23 Paragraph 155 is intended to suggest that Plaintiffs have defined an ascertainable subclass, Wells
24 Fargo Bank specifically denies that Plaintiffs have adequately defined a class of persons upon whose
25 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
26 action requirements, and denies that nationwide class treatment, or any class treatment for that
27 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
28 allegations.

1 156. Answering paragraph 156, Wells Fargo Bank responds that paragraph 156 is a
2 characterization of Plaintiffs' putative class to which no response is required. To the extent that
3 Paragraph 156 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
4 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
5 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
6 action requirements, and denies that nationwide class treatment, or any class treatment for that
7 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
8 allegations.

9 157. Answering paragraph 157, Wells Fargo Bank responds that paragraph 157 is a
10 characterization of Plaintiffs' putative class to which no response is required. To the extent that
11 Paragraph 157 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
12 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
13 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
14 action requirements, and denies that nationwide class treatment, or any class treatment for that
15 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
16 allegations.

17 158. Answering paragraph 158, Wells Fargo Bank responds that paragraph 158 is a
18 characterization of Plaintiffs' putative class to which no response is required. To the extent that
19 Paragraph 158 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
20 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
21 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
22 action requirements, and denies that nationwide class treatment, or any class treatment for that
23 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
24 allegations.

25 159. Answering paragraph 159, Wells Fargo Bank responds that paragraph 159 is a
26 characterization of Plaintiffs' putative class to which no response is required. To the extent that
27 Paragraph 159 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
28 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose

1 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
2 action requirements, and denies that nationwide class treatment, or any class treatment for that
3 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
4 allegations.

5 160. Answering paragraph 160, Wells Fargo Bank responds that paragraph 160 is a
6 characterization of Plaintiffs' putative class to which no response is required. To the extent that
7 Paragraph 160 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
8 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
9 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
10 action requirements, and denies that nationwide class treatment, or any class treatment for that
11 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
12 allegations.

13 161. Answering paragraph 161, Wells Fargo Bank responds that paragraph 161 is a
14 characterization of Plaintiffs' putative class to which no response is required. To the extent that
15 Paragraph 161 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
16 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
17 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
18 action requirements, and denies that nationwide class treatment, or any class treatment for that
19 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
20 allegations.

21 162. Answering paragraph 162, Wells Fargo Bank responds that paragraph 162 is a
22 characterization of Plaintiffs' putative class to which no response is required. To the extent that
23 Paragraph 162 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
24 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
25 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
26 action requirements, and denies that nationwide class treatment, or any class treatment for that
27 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
28 allegations.

1 163. Answering paragraph 163, Wells Fargo Bank responds that paragraph 163 is a
2 characterization of Plaintiffs' putative class to which no response is required. To the extent that
3 Paragraph 163 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
4 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
5 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
6 action requirements, and denies that nationwide class treatment, or any class treatment for that
7 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
8 allegations.

9 164. Answering paragraph 164, Wells Fargo Bank responds that paragraph 164 is a
10 characterization of Plaintiffs' putative class to which no response is required. To the extent that
11 Paragraph 164 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
12 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
13 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
14 action requirements, and denies that nationwide class treatment, or any class treatment for that
15 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
16 allegations.

17 165. Answering paragraph 165, Wells Fargo Bank responds that paragraph 165 is a
18 characterization of Plaintiffs' putative class to which no response is required. To the extent that
19 Paragraph 165 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo
20 Bank specifically denies that Plaintiffs have adequately defined the class of persons upon whose
21 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class
22 action requirements, and denies that nationwide class treatment, or any class treatment for that
23 matter, is appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
24 allegations.

25 166. Answering paragraph 166, Wells Fargo Bank responds that paragraph 166 is a
26 characterization of Plaintiffs' putative class to which no response is required. Wells Fargo Bank
27 specifically denies that Plaintiffs have adequately defined the class of persons upon whose behalf
28 they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action

1 requirements, and denies that nationwide class treatment, or any class treatment for that matter, is
2 appropriate. To the extent that a further response is required, Wells Fargo Bank denies the
3 allegations.

4 **COUNT I**

5 167. Answering paragraph 167, Wells Fargo Bank incorporates its responses to paragraphs
6 1 through 166 as if fully set forth herein. Wells Fargo Bank further denies that class treatment is
7 appropriate.

8 168. Answering paragraph 168, Wells Fargo Bank responds that the allegations are legal
9 conclusions to which no response is required. To the extent a response is required, Wells Fargo
10 Bank responds that the Equal Credit Opportunity Act (“ECOA”) is a written statute that speaks for
11 itself. To the extent that paragraph 168 misstates or mischaracterizes the ECOA, Wells Fargo Bank
12 denies those allegations.

13 169. Answering paragraph 169, Wells Fargo Bank denies that Mr. Braxton and Mr. Martin
14 applied for refinancing. The remaining allegations are legal conclusions to which no response is
15 required. To the extent a response is required, Wells Fargo Bank denies the allegations. Wells
16 Fargo Bank further denies that class treatment is appropriate.

17 170. Answering paragraph 170, Wells Fargo Bank responds that the allegations are legal
18 conclusions to which no response is required. To the extent a response is required, Wells Fargo
19 Bank admits that Wells Fargo Bank, N.A. is a creditor.

20 171. Answering paragraph 171, Wells Fargo Bank denies the allegations and denies that its
21 policies or practices discriminate against Black and/or African Americans at any point in the home
22 lending process.

23 172. Answering paragraph 172, Wells Fargo Bank denies the allegations. Wells Fargo
24 Bank further denies that Plaintiffs or the putative class suffered any damages or injury as a result of
25 the actions or inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are
26 entitled to any relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is
27 appropriate.

28 173. Answering paragraph 173, Wells Fargo Bank denies that it discriminates against

1 Black and/or African American customers in the home lending process. Wells Fargo Bank further
2 denies that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or
3 inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are entitled to any
4 relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is appropriate.

5 **COUNT II**

6 174. Answering paragraph 174, Wells Fargo Bank incorporates its responses to paragraphs
7 1 through 173 as if fully set forth herein. Wells Fargo Bank further denies that class treatment is
8 appropriate.

9 175. Answering paragraph 175, Wells Fargo Bank responds that the allegations are legal
10 conclusions to which no response is required. To the extent a response is required, Wells Fargo
11 Bank responds that The Fair Housing Act is a written statute that speaks for itself. To the extent that
12 paragraph 175 misstates or mischaracterizes the statute, Wells Fargo Bank denies those allegations.

13 176. Answering paragraph 176, Wells Fargo Bank responds that the allegations are legal
14 conclusions to which no response is required. To the extent a response is required, Wells Fargo
15 Bank admits that the First Amended Complaint alleges that certain applicants sought to engage in
16 residential real estate transactions with Wells Fargo Bank. Wells Fargo Bank denies that class
17 treatment is appropriate.

18 177. Answering paragraph 177, Wells Fargo Bank responds that the allegations are legal
19 conclusions to which no response is required. To the extent a response is required, Wells Fargo
20 Bank admits that Black and/or African American applicants are members of a protected class under
21 the Fair Housing Act. Wells Fargo Bank denies that class treatment is appropriate.

22 178. Answering paragraph 178, Wells Fargo Bank denies the allegations and denies that its
23 policies or practices discriminate against Black and/or African Americans at any point in the home
24 lending process. Wells Fargo Bank further denies that class treatment is appropriate.

25 179. Answering paragraph 179, Wells Fargo Bank denies the allegations and denies that its
26 policies or practices discriminate against Black and/or African Americans at any point in the home
27 lending process. Wells Fargo Bank further denies that class treatment is appropriate.

28 180. Answering paragraph 180, Wells Fargo Bank denies the allegations. Wells Fargo

1 Bank further denies that Plaintiffs or the putative class suffered any damages or injury as a result of
2 the actions or inactions of Wells Fargo Bank, denies that its policies or practices discriminate against
3 Black and/or African Americans at any point in the home lending process, and also denies that
4 Plaintiffs or the putative class are entitled to any relief from Wells Fargo Bank. Wells Fargo Bank
5 further denies that class treatment is appropriate.

6 **COUNT III**

7 181. Answering paragraph 181, Wells Fargo Bank incorporates its responses to paragraphs
8 1 through 180 as if fully set forth herein. Wells Fargo Bank further denies that class treatment is
9 appropriate.

10 182. Answering paragraph 182, Wells Fargo Bank responds that the allegations are legal
11 conclusions to which no response is required. To the extent a response is required, Wells Fargo
12 Bank responds that 42 U.S.C. § 1981 is a written statute that speaks for itself. To the extent that
13 paragraph 182 misstates or mischaracterizes the statute, Wells Fargo Bank denies those allegations.

14 183. Answering paragraph 183, Wells Fargo Bank responds that the allegations are legal
15 conclusions to which no response is required. To the extent a response is required, Wells Fargo
16 Bank responds that 42 U.S.C. § 1981 is a written statute that speaks for itself. To the extent that
17 paragraph 183 misstates or mischaracterizes the statute, Wells Fargo Bank denies those allegations.

18 184. Answering paragraph 184, Wells Fargo Bank denies that it discriminates against
19 Black and/or African American customers in the home lending process. Wells Fargo Bank further
20 denies that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or
21 inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are entitled to any
22 relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is appropriate.

23 185. Answering paragraph 185, Wells Fargo Bank denies the allegations. Wells Fargo
24 Bank further denies that Plaintiffs or the putative class suffered any damages or injury as a result of
25 the actions or inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are
26 entitled to any relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is
27 appropriate.

COUNT IV

186. Answering paragraph 186, Wells Fargo Bank incorporates its responses to paragraphs 1 through 185 as if fully set forth herein. Wells Fargo Bank further denies that class treatment is appropriate.

187. Answering paragraph 187, Wells Fargo Bank responds that the allegations are legal conclusions to which no response is required. To the extent a response is required, Wells Fargo Bank responds that the Unruh Civil Rights Act is a written statute that speaks for itself. To the extent that paragraph 187 misstates or mischaracterizes the statute, Wells Fargo Bank denies those allegations.

188. Answering paragraph 188, Wells Fargo Bank responds that the allegations are legal conclusions to which no response is required. To the extent a response is required, Wells Fargo Bank responds that the Unruh Civil Rights Act is a written statute that speaks for itself. To the extent that paragraph 188 misstates or mischaracterizes the statute, Wells Fargo Bank denies those allegations.

189. Answering paragraph 189, Wells Fargo Bank responds that the allegations are legal conclusions to which no response is required. To the extent a response is required, Wells Fargo Bank responds that the Unruh Civil Rights Act is a written statute that speaks for itself. To the extent that paragraph 189 misstates or mischaracterizes the statute, Wells Fargo Bank denies those allegations.

190. Answering paragraph 190, Wells Fargo Bank denies that it discriminates against Black and/or African American customers in the home lending process. Wells Fargo Bank further denies that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are entitled to any relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is appropriate.

191. Answering paragraph 191, Wells Fargo Bank denies that it discriminates against Black and/or African American customers in the home lending process. Wells Fargo Bank further denies that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are entitled to any

1 relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is appropriate.

2 **COUNT V**

3 192. Answering paragraph 192, Wells Fargo Bank incorporates its responses to paragraphs
4 1 through 191 as if fully set forth herein. Wells Fargo Bank further denies that class treatment is
5 appropriate.

6 193. Answering paragraph 193, Wells Fargo Bank responds that the allegations are legal
7 conclusions to which no response is required. To the extent a response is required, Wells Fargo
8 Bank responds that the Unfair Competition Law is a written statute that speaks for itself. To the
9 extent that paragraph 193 misstates or mischaracterizes the statute, Wells Fargo Bank denies those
10 allegations.

11 194. Answering paragraph 194, Wells Fargo Bank responds that the allegations are legal
12 conclusions to which no response is required. To the extent a response is required, Wells Fargo
13 Bank responds that the Unfair Competition Law is a written statute that speaks for itself. To the
14 extent that paragraph 194 misstates or mischaracterizes the statute, Wells Fargo Bank denies those
15 allegations.

16 195. Answering paragraph 195, Wells Fargo Bank responds that the allegations are legal
17 conclusions to which no response is required. To the extent a response is required, Wells Fargo
18 Bank responds that the Unfair Competition Law is a written statute that speaks for itself. To the
19 extent that paragraph 195 misstates or mischaracterizes the statute, Wells Fargo Bank denies those
20 allegations.

21 196. Answering paragraph 196, Wells Fargo Bank denies the allegations. Wells Fargo
22 Bank denies that it discriminates against Black and/or African American customers in the home
23 lending process.

24 197. Answering paragraph 197, Wells Fargo Bank denies the allegations and denies that it
25 discriminates against Black and/or African American customers in the home lending process.

26 198. Answering paragraph 198, Wells Fargo Bank denies the allegations and denies that it
27 discriminates against Black and/or African American customers in the home lending process.

28 199. Answering paragraph 199, Wells Fargo Bank denies that it discriminates against

1 Black and/or African American customers in the home lending process. Wells Fargo Bank further
2 denies that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or
3 inactions of Wells Fargo Bank and also denies that Plaintiffs or the putative class are entitled to any
4 relief from Wells Fargo Bank. Wells Fargo Bank further denies that class treatment is appropriate.
5

6 Plaintiffs' First Amended Complaint contains an unnumbered paragraph with subparts
7 (a) through (h) containing Plaintiffs' prayer for relief, to which no response is required. To
8 the extent a response is required, Wells Fargo Bank denies that Plaintiffs are entitled to any
9 relief in this action.
10

11 Plaintiffs' First Amended Complaint contains an unnumbered paragraph containing a jury
12 demand, to which no response is required. To the extent a response is required, Wells Fargo Bank
13 denies that Plaintiffs' are entitled to any relief in this action, thus, no jury is required.
14

15 **AFFIRMATIVE DEFENSES**

16 Wells Fargo Bank hereby alleges the following separate and distinct defenses and affirmative
17 defenses to the Amended Complaint and the causes of action asserted against Wells Fargo Bank
18 therein, and without assuming the burden of proof on matters as to which it has no such burden:
19

20 **FIRST AFFIRMATIVE DEFENSE**

21 (Failure to State a Claim)

22 1. The First Amended Complaint fails to state a claim against Wells Fargo Bank upon
23 which relief can be granted.

24 **SECOND AFFIRMATIVE DEFENSE**

25 (Statute of Limitations)

26 2. Plaintiffs' claims are barred in whole or in part by the applicable statutes of limitations.

27 **THIRD AFFIRMATIVE DEFENSE**

28 (Failure to Mitigate Damages)

3. Plaintiffs failed to take proper and reasonable steps to avoid, minimize, or mitigate

1 Plaintiffs' alleged damages and, to the extent of such failure, the damages allegedly incurred by
2 Plaintiffs, if any, should be reduced accordingly or eliminated entirely.

3 **FOURTH AFFIRMATIVE DEFENSE**

4 (Laches)

5 4. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 (Estoppel)

8 5. Plaintiffs are estopped by the action of law or by conduct from maintaining the
9 Amended Complaint filed in this case.

10 **SIXTH AFFIRMATIVE DEFENSE**

11 (Co-Liability)

12 6. Wells Fargo Bank alleges that any injury or damages which may have been sustained
13 by Plaintiffs were proximately caused by the acts, errors or omissions of persons or entities other than
14 Wells Fargo Bank.

15 **SEVENTH AFFIRMATIVE DEFENSE**

16 (Fault of Others)

17 7. If Plaintiffs suffered or sustained any loss, injury, damage, or detriment, the same was
18 directly and proximately caused and contributed to by the breach, conduct, acts, omissions, activities,
19 carelessness, recklessness, negligence, and/or intentional misconduct or intervening acts of other third
20 parties, and not by Wells Fargo Bank.

21 **EIGHTH AFFIRMATIVE DEFENSE**

22 (Speculative Damages)

23 8. Wells Fargo Bank alleges any damage or loss Plaintiffs did incur as a result of any act
24 or conduct by Wells Fargo Bank would be speculative at best and, thus, too uncertain for recovery.

25 **NINTH AFFIRMATIVE DEFENSE**

26 (Compliance with Law)

27 9. Wells Fargo Bank met or exceeded the requirements of applicable laws, regulations,
28 and standards.

TENTH AFFIRMATIVE DEFENSE

(Good Faith Conduct/Conformance with Applicable Standards)

10. Wells Fargo Bank at all times acted in good faith and in conformance with all applicable government and industry standards, rules and regulations, thus precluding any recovery by Plaintiffs against Wells Fargo Bank.

ELEVENTH AFFIRMATIVE DEFENSE

(Lack of Causation)

11. The damages complained of were the result of the intervening actions of others and were not proximately caused by the actions or omissions of Wells Fargo Bank.

TWELFTH AFFIRMATIVE DEFENSE

(Lack of Malice)

12. Wells Fargo Bank specifically denies acting with any willfulness, oppression, fraud, or malice toward Plaintiffs or others.

THIRTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

13. Plaintiffs' claims are barred because Plaintiffs lack standing to bring them.\

FOURTEENTH AFFIRMATIVE DEFENSE

(Improper Representative Action)

14. The Amended Complaint is barred, in whole or in part, because if Plaintiffs' action is allowed to continue, there is a substantial potential for harm given the unique and individual issues of fact that will predominate adjudication of Plaintiffs' claims, resulting in hundreds, if not thousands, of mini-trials rendering the action completely unmanageable as a putative class action. In addition, the complexity presented by Plaintiffs' claims and the restitution sought violate due process.

FIFTEENTH AFFIRMATIVE DEFENSE

(Res Judicata)

15. Plaintiffs' claims are barred, in whole or in part, by res judicata.

SIXTEENTH AFFIRMATIVE DEFENSE

(Waiver)

1 16. Plaintiffs' claims against Wells Fargo Bank, if any, are barred by the doctrine of
2 waiver.

3 **SEVENTEENTH AFFIRMATIVE DEFENSE**

4 (Class Certification Improper)

5 17. The class definition is overbroad, unmanageable, and predominated by individualized
6 issues of fact and law, the result of which should be to deny certification of any proposed class.

7 **EIGHTEENTH AFFIRMATIVE DEFENSE**

8 (Other Defenses – Putative Class Members)

9 18. Wells Fargo Bank reserves the right to amend or supplement their affirmative defenses
10 to include defenses that may be applicable to other members of the putative class.

11 **OTHER AFFIRMATIVE DEFENSES**

12 19. Wells Fargo Bank has insufficient knowledge or information upon which to form a
13 belief as to whether they may have additional, as yet unstated, defenses available. Wells Fargo Bank
14 expressly reserves the right to assert additional defenses in the event that discovery indicates that such
15 defenses are appropriate.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Wells Fargo Bank prays for judgment as follows:

- 18 1. That judgment be entered in favor of Wells Fargo Bank;
- 19 2. That Plaintiffs take nothing by way of their Amended Complaint and the claims
20 asserted herein;
- 21 3. That the Amended Complaint, and the claims against Wells Fargo Bank, be dismissed
22 with prejudice;
- 23 4. That Wells Fargo Bank be awarded costs of suit, including attorneys' fees incurred in
24 defense of this action; and
- 25 5. That Wells Fargo Bank be granted such other relief as the Court deems just and proper.
- 26
- 27
- 28

1 DATED: June 13, 2022

2
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